

DREAMS
CORPORATION
PVT. LTD.



Date :

PROVISIONAL ALLOTTMENT LETTER

Name : 1) MR. _____
2) MRS. _____
Address : _____
Email ID : _____

Dear Sir/Madam,

You have shown your interest in purchasing an Apartment / Flat (details of Apartment are more particularly described hereinbelow) in our project "Dreams Avani", situated at Survey No. 70B/2/1, at Village Manjari Bk., Taluka Haveli, Dist. Pune. We have accepted your offer on following terms and conditions.

APARTMENT / FLAT PARTICULARS	
Apartment / Flat No.	
Wing No.	
Floor	
Carpet Area	_____ Sq. Mtrs.
Terrace Area	_____ Sq. Mtrs.
Dry Balcony	_____ Sq. Mtrs.
Covered Parking Space for 4/2 wheeler	

TOTAL PRICE AND PAYMENT PLAN		
Price of Flat/Apartment		Rs. _____
Price of covered car parking		Rs. _____
Agreement Cost		Rs. _____
PAYMENT SHEDULE		
On or before execution of agreement	10%	
Within 10 days after the execution of Agreement	20%	



Dreams Group
Registered Office Address -
City Mall, Office No. 301 314A,314B,315A,
3rd Floor, Pt No 1, Survey No.132-B
University Road, Ganeshkhind, Pune - 411007
CIN - U45200PN2009PTC134511

Telephone: +91-20-2532 0000
Fax: +91-20-2532 0010

info@dreamsgroup.in
www.dreamsgroup.in



On Completion of the Plinth of building	15%	
On Completion of 3 rd Slab above the Plinth	5%	
On Completion of 5 th Slab above the Plinth	5%	
On Completion of 7 th Slab above the Plinth	5%	
On Completion of 9 th Slab above the Plinth	5%	
On Completion of 12 th Slab above the Plinth	5%	
On Completion of the walls, internal plaster, external plaster of the said Flat/Apartment	5%	
On Completion of the staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment/Flat.	5%	
On Completion of the external plumbing and elevation, terraces with waterproofing, of the building and flooring of the said Flat/Apartment	5%	
On Completion of the lifts, water pumps, electrical fittings, sanitary fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appertainanat land	10%	
At the time of handing over of the possession of the Flat/Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	5%	
Grand Total	100%	

OTHER CHARGES PAYABLE BY ALLOTTEE/PURCHASER ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty - __%	Rs._____.00
Registration Charges - __%	Rs._____.00
Service Tax - __%	Rs._____.00
VAT - __%	Rs._____.00
Miscellaneous registration expenses	Rs._____.00
Legal cost, charges and expenses	Rs._____.00
Share money, application entrance fee of the Society	Rs._____.00
Charges for formation and registration of teh Society	Rs._____.00
Deposit towards water and other utility and services connection charges	Rs._____.00
Deposits of electrical receiving and Transformer / Sub Station	Rs._____.00



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provided in Layout	
Total Rupees _____ only	Rs. _____ .00

AMOUNTS PAYABLE BY THE ALLOTTEE/ PURCHASER ON OR BEFORE DELIVERY OF POSSESSION OF THE FLAT / APARTMENT	
Deposit towards provisional monthly contribution for 12 months towards outgoings of Society and Maintenance charges Rs. _____/- , for _____ sq. ft.	
Service Tax (@14.50%) / GST on the maintenance charges (or as applicable)	
Total	

TERMS AND CONDITIONS :-

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e- mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.



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- 3) Minimum token amount should be equivalent to Rs.1,00,000/- of the agreement cost, which shall be retained as interest free bonafide refundable deposit, refundable.
- 4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
- 5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.
- 6) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
- 7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

For Dreams Avani (PROMOTER)

Authorised Signatory - sign: _____



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AGREEMENT FOR SALE

This Agreement for Sale is executed here at Pune on this ----- day of _____month of the year 20__.

BETWEEN

Dreams Corporation Pvt. Ltd.

PAN NO. - AADCD 2417 L

CIN NO. - U45200PN2009PTC134511

Through Its Director,

Mr. Ramesh Ghisulal Mehta

Age:- 50 years, Occupation:- Business,

Having it's working office at - Office No. - 301,

City Mall, Ganesh Khind, University Road,

Pune – 411 007.

...PARTY OF THE FIRST PART...

Hereinafter referred to or called as “**THE PROMOTER / DEVELOPER**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to and include he/ she/ they/ himself/ herself/ themselves, and his / her/ their heirs executors, administrator- and assigns).

AND

- 1) **Name** :- Mr. _____
 Age :- ____ Years
 Occupation :- Service
 Pan No :-
2) **Name** :- Mrs. _____
 Age :- ____ Years
 Occupation :- Service
 Pan No :-
 Both R/at :-

Hereinafter referred to or called as “**THE PURCHASER/S / ALLOTTEE/S**”

(Which expression shall unless repugnant to the context or meaning thereof be deemed to and include he/ she/ they/ himself/ herself/ themselves, and his / her/ their heirs executors, administrator- and assigns).

... PARTY OF THE SECOND PART...

AND

Smt. Reubai Balasaheb Kodre

(Since deceased through her Legal heirs and for themselves)

1-A) Mr. Rajendra Balasaheb Kodre

age :- 47 years, Occu:-Agriculturist,

1-B) Mr. Vijay Balasaheb Kodre

age :- 45 years, Occu:-Agriculturist,

2) Mrs. Rasika Rajendra Kodre

age :- 43 years, Occu:-Agriculturist & Housewife,

3) Mrs. Chaitali Vijay Kodre

age :- 40 years, Occu:-Agriculturist,

4) Mrs. Pallavi Alias Rupali Pradeep Kodre

age :- 38 years, Occu:-Agriculturist,

All Residing at :- Manjari Farm,

Taluka Haveli, District Pune.

Hereinafter referred to or called as “**THE CONSENTING PARTY / THE ORIGINAL OWNERS**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to and include he/ she/ they/ himself/ herself/ themselves, and his / her/ their heirs executors, administrator- and assigns).

... PARTY OF THE THIRD PART...

Whereas the land more particularly described in **SCHEDULE- I** hereunder is a part or properties bearing **Survey No. 70B/2/1** out of which an area admeasuring about **00 H. 71 Ares i.e. 7100 sq.mtrs.**, totally admeasuring about 01

Hector 90 Ares i.e. 19000 Sq. Mtrs. owned by the Party of the Third Part.

TITLE OF THE PROJECT LAND :-

And whereas properties -

a) And whereas property bearing **Survey No. 70B/2/1**, an area ad measuring about **00 H. 71 Ares i.e. 7100 sq.mtrs.**, out of total area admeasuring about 01 Hector 90 Ares i.e. 19000 Sq. Mtrs. at village **Manjiri Budruk**, Taluka Haveli, District Pune. And which is Panchayat Manjiri Budruk Taluka Haveli District Pune. And which more particularly described in the Schedule-I hereunder written & is originally owned by Kodre Family i.e. the Party of the Third Part.

b) Mr. Rajendra Balasaheb Kodre and others being owners and possessor of land bearing **Survey No. 70B/2/1** out of which an area ad measuring about **00 H. 71 Ares i.e. 7100 sq.mtrs.**, totally admeasuring about 01 Hector 90 Ares i.e. 19000 Sq. Mtrs., situate at village **Manjiri Bk.**, Taluka Haveli, Dist. Pune within the local limits of Zilla Parishad Pune and within the limits Grampanchayat Manjiri Bk., executed Development Agreement / Joint Venture and Power of Attorney in favour of M/s. Dreams Corporation Pvt. Ltd. Through its Director Mr. Ramesh Ghisulal Mehta, dated 04/07/2013. said development agreement and POA are registered at sr. no. 3063/2013 and 3064/2013 respectively in the office of Sub Registrar ,Haveli no.22,pune .

c) Thus in total Land admeasuring 00 Hectors 71 Ares, was made available for the Joint Venture (i. e. Developer herein). As the Land is lying within Town Planning Authority, said Developers submitted the Building Plans to the town Planning Authority of an area admeasuring 7100 Sq. mtrs. Town Planning Authority has sanctioned plans of an area admeasuring about 7100 Sq. Mtrs. Vide Order No. - **NABP/ MANJARI BK./TAL. HAVELI/S. No. 70B/2/1 /SASAMPU /627, dated-31/01/2013.**

d) The said Owner applied for permission of Non Agricultural land to use for residential purpose to the Collector of Pune. The Collector of Pune, granted N.A.

permission vide order no. **PAMAH/NA/SR/887/12** permitted to use the said land, **dated 10/06/2013** for residential purpose under S. 44 of Maharashtra Land Revenue Code 1966.

e) **AND WHEREAS** the owners granted development rights after reserving FAR arising from the said land sufficient to construct built-up area upto 265 Sq. Mtrs. equivalent to 3000 sq. fts. on an identified portion admeasuring 446 sq. mtrs. equivalent to 4800 sq. fts, (which is shown in green colour as a Owners Area in the layout attached herewith) for construction of a Row-Houses of the Land owner, In favour of the Promoter herein.

The Promoter has floated ownership scheme on the said land under the name and style of “**DREAMS AVANI**” comprising of a Wings A, B, and C consisting of residential units. Out of said Layout Promoter has started and completed construction of Wing A, B and Club-House. The developer is constructing Wing 'C' at present. The developer has handed over Amenity space to PMRDA and floated FSI in Wing 'C'. For the sake of convenience said Wing C is shown in the **Annexure C2** and mentioned in detail in **Schedule II**.

AND WHEREAS, the Promoters are putting up construction of buildings as per the sanctioned layout or as may be sanctioned from time to time the proposed scheme will be known as “**DREAMS AVANI**”.

And Whereas the promoter has completed the Construction activities of **Wing 'A', 'B' and Club-House**. The Promoter Accordingly obtained Completion Certificate of **Wing 'A', 'B' and Club-House** from **PUNE METROPOLITAN REGIONAL DEVELOPMENT AUTHORITY (PMRDA), PUNE**, vide order no. **DP/BHA /Mouje Manjari Bk.,/S.No.70B/2/1/ Pra. Kra. 715 / 15-16, dated 23/06/2017**.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartment/Flat/Unit in the said project to be constructed by the Promoter on the project land and is fully competent to enter into

agreement/s with the Allottee/s, lessee, mortgagee, of the Apartment/Flat/Units and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz Ar. Aim Architects through its Proprietor Mr. Mahesh Katare (hereinafter referred to as “the Architect”) who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project / buildings, and the Promoter accepts the Professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Purchaser / Allottee has offered to purchase an **Apartment/Flat/Unit** bearing number ____ on the _____ **Floor**, (hereinafter after referred to as the said “Apartment/Flat/Unit” which is more particularly described in **Schedule III**) in the _____ **Wing** of the Building called “**DREAMS AVANI**” (herein after referred to as the said “Project”) constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has proposed to develop and construct on the said land, a project comprising of **Independent Apartment/Flat/Units / Units / Premises** and to sell the same on ownership basis, and the Joint Venture alone has sole and exclusive right/s to sell and allot to prospective Purchaser as per Development Agreement and Power of Attorney herein above referred.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove and is in possession of the project Land.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat/Apartment/Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

The said Owner applied for permission of Non Agricultural (N.A.) land to use for residential purpose to the Collector of Pune. The Collector of Pune, granted N. A. permission vide order no. **PAMAH / NA / SR / 887 / 12, dated 10/06/2013**, and same as revised vide order no. **PAMAH / NA / SR / 885 / 14, dated 26/09/2014**, Thereafter permitted to use the said land, for residential purpose under S. 44 of Maharashtra Land Revenue Code 1966.

Mr. Rajendra Kodre and others prepared building plans which are approved by Pune Metropolitan Regional Development Authority, Pune (PMRDA) vide **Commencement Permission No. PHA / Mouje Manjari Bk./ S. No. 70B/2/1(Part) / 2304**, dated 30/11/2015. And same as revised vide **Commencement Permission No. BHA / Mouje Manjari Bk./ S. No. 70B/2/1(Part) / Pra. Kra. 1242/15-16, dated 22/03/2017**. Copy of which have been annexed as **Annexure C-2a**, Said sanctions are related to plans, the specifications, elevations, sections and of the said building/s and Promoter shall obtain the balance approvals from various authorities from time to time as and when needed.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Apartment/Unit agreed to be purchased by the Purchasers/ Allottee, as sanctioned and approved by the PMRDA have been annexed and marked as **Annexure D**.

AND WHEREAS while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations and

restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said Sanctioned plans.

AND WHEREAS the Purchasers/ Allottee has applied to the Promoter for allotment of an **Apartment/Flat/Unit No. onFloor** in wing _____ situated in the building named as “**DREAMS AVANI**”-, constructed in the the said Project.

AND WHEREAS the carpet area of the said Flat/Apartment/Unit is _____ square meters and “carpet area” means the net usable floor area of an Flat/Apartment/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment/Unit for exclusive use of the Purchasers/ Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment/Unit for exclusive use of the Purchasers/ Allottee, but includes the area covered by the internal partition walls of the Flat/Apartment/Unit.

AND WHEREAS, the Apartment / Flat / Unit also has one attached Terrace of an area admeasuring ____ Sq. Mtrs., an Enclosed Balcony of area admeasuring ____ Sq. Mtrs. and Dry Balcony of area admeasuring _____ Sq. Mtrs. attached to the said Apartment / Flat / Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchasers/ Allottee has paid to the Promoter a sum of Rs/- (Rupees..... only), being part payment of the sale consideration of

the Flat/Apartment/Unit agreed to be sold by the Promoter to the Purchasers/ Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/ Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ____ no.____; authenticated copy is attached in **Annexure 'F'**.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat/Unit with the Purchasers/ Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/ Allottees hereby agrees to purchase the Flat/Apartment/Unit No. ____ and the covered parking bearing no. _____. (if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) The Promoter at present constructed and completed Wing A, B and Club-House i.e. consisting of Parking+13 upper floors and Ground+1 respectively, and at present the Promoter constructing Wing C on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter have to obtain prior consent in writing of the Purchaser/ Allottee in respect of variations or modifications which may adversely affect the Flat/Apartment/Unit of the Purchaser/ Allottee except any alteration or addition or modifications in the sanctioned plans, layout plans and specifications of the Apartment / Flat / Unit or buildings or common areas of the said phase (hereinafter described in **Schedule IV, V & VI**, written hereinbelow) which are required to be made by promoter in compliance of any direction or order, etc. issued by, competent authority or

statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Purchaser / Allottee.

1-a) CONSIDERATION / PRICE OF THE SAID APARTMENT/FLAT/UNIT :-

(i) The Purchaser/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/ Allottee **Flat/Apartment/Unit No.** of **Carpet** area admeasuring sq. metres and attached Terrace area ---- sq. Metres, **Enclosed Balcony** area ---- sq. metres and **Dry Balcony** area ---- sq. metres on ----- **Floor, ---- Wing** in the Building named as “**DREAMS AVANI**” (hereinafter referred to as "the Flat/Apartment/Unit") as shown in the Floor plan thereof hereto annexed and (a) marked Annexures C-1 and C-2 for the lump-sum consideration of **Rs./- (Rupees only)** including **Rs./- (Rupees only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule V and VI** annexed herewith.

(ii) The Purchasers/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/ Allottee one **Covered Parking No. ____** situated at ____ **Floor** being constructed in the **Wing ____** but at the time of delivery of possession of the said Apartment/Flat/Unit location of one carparking is allotted/inform as per possession receipt, declaration etc, as might be required by the Promoter.

1(b) The total aggregate consideration amount for the Flat/Apartment/Unit including covered parking spaces is thus **Rs./- (Rupees only)**

1(c) The Purchasers/ Allottee has paid on or before execution of this agreement a sum of **Rs. (Rupees only)** as advance payment and hereby agrees to pay to the Promoter the balance amount of **Rs. (Rupees only)** in the following manner:-

i)	TOTAL PRICE AND PAYMENT PLAN			
a.	Price of Flat/Apartment/Unit			Rs.
b.	Price of covered car parking			Rs.
c.	Agreement Cost			Rs.
ii)	PAYMENT SHEDULE	Actual%	Total %	Rs.
a.	On or before execution of agreement	10%	30%	Rs.
b.	Within 10 days after the execution of Agreement	20%		Rs.
c.	On Completion of the Plinth of building	15%	45%	Rs.
d.	On Completion of 3 rd Slab above the Plinth	5%	70%	Rs.
e.	On Completion of 5 th Slab above the Plinth	5%		Rs.
f.	On Completion of 7 th Slab above the Plinth	5%		Rs.
g.	On Completion of 9 th Slab above the Plinth	5%		Rs.
h.	On Completion of 13 th Slab above the Plinth	5%		Rs.
i.	On Completion of the walls, internal plaster, external plaster of the said Apartment/Flat/Unit	5%	75%	Rs.
j.	On Completion of the staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment/Flat/Unit.	5%	80%	Rs.
k.	On Completion of the external plumbing and elevation, terraces with waterproofing, of the building and flooring of the said Apartment/Flat/Unit	5%	85%	Rs.
l.	On Completion of the lifts, water pumps, electrical fittings, sanitary fittings, electromechanical and environment requirements, entrance lobby/s, paving of appertainanat land	10%	95%	Rs.
m.	At the time of handing over of the possession of the Apartment/Flat/Unit to the Purchaser / Allottee on or after receipt of completion certificate, whichever is earlier	5%	100%	Rs.
n.	Grand Total	100%		Rs.

The Purchaser/s herein shall pay the aforesaid consideration to the Promoter on or before due date. All the payments to be made by Demand Draft / Pay Order / Local Banks A/C Paying Cheques in favor of “**DREAMS CORPORATION PVT. LTD. A/C AVANI RERA COLLECTION A/C**”. The Purchaser has to make payment, when Promoter issues written / verbal Intimation to him, this term is an essence of this agreement.

1(d) The Total Price above excludes Stamp Duty, Registration Charges and Taxes (consisting of tax paid or payable by the Promoter by way of Value Added

Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment/Unit, and which shall be born by purchaser as and when applicable.

TAX DEDUCTION AT SOURCE :-

The Purchaser shall be liable to deduct 1% tax at source on the sale consideration or Stamp Duty Valuation of Property is Rs. 50,00,000/- (Rupees Fifty Lacs Only) or more as required under the prevailing law while making payment to the Developers.

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/ Allottee, which shall only be applicable on subsequent payments.

The Promoter may charge the Purchaser / Allottee separately for upgradation / changes specifically requested or approved by Purchaser /Allottee in fittings, fixtures and specifications and any other facility which have been done on Purchaser / Allottee request or approval but which have not been agreed upon herein / as shown in website registered Authority.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers/ Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/ Allottee. If there is any increase in the carpet area allotted to Purchasers/ Allottee, the Promoter shall demand additional amount from the Purchasers/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

ADJUSTMENTS APPROPRIATIONS OF PAYMENTS :-

1(h) The Purchaser / Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/ Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(i-a) The Purchaser / Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment/Flat/Unit and on the said building proportionately or the

fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment/Flat/Unit.

1(i-b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment/Flat/Unit or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser / Allottee. The Purchaser / Allottee hereby, indemnifies the Promoter and the Purchaser / Allottee organisation from all such levies, cost and consequences. The Purchaser / Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Purchaser / Allottee shall not be entitled to possession of the said Apartment/Flat/Unit, unless he pays such amount of service tax.

OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:-

2.1) The Promoter hereby to observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Apartment/Unit to the Purchasers/ Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Apartment/Unit.

Notwithstanding anything to the contrary contained herein, the Purchaser / Allottee shall not be entitled to claim possession of the said Apartment/Flat/Unit until the completion certificate is received from the local authority and the Purchaser / Allottee has paid all dues payable under this agreement in respect of

the said Apartment/Flat/Unit to the Promoter and has paid the necessary maintenance amount / deposit, service tax, vat and other taxes payable under this agreements of the said Apartment/Flat/Unit to the Promoter.

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Purchaser / Allottee as per request letter given by the Purchaser / Allottee herein for the purpose of furniture fit outs and interior works. And that the said liability shall be those responsibilities which are not covered under maintenance of the said unit / building / phase / wing as stated in the said agreement. That further it has been agreed by the Purchaser / Allottee that any damage or change done within the unit sold or in the building / phase / wing done by him / them or by any third person on and behalf of the Purchaser / Allottee then the Purchaser / Allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

2.2) Time is essence for the Promoter as well as the Purchasers/ Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat/Unit to the Purchasers/ Allottee and the common areas to the association of the Purchasers/ Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchasers/ Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1) DISCLOSURE AS TO FLOOR SPACE INDEX :-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7582.80 Square Meters only and Promoter has planned to utilize Floor Space Index as per prevailing market of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable

to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchasers/ Allottee has agreed to purchase the said Apartment/Flat/Unit based on the proposed construction and sale of Apartment/Flat/Unit to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Proposed FSI shall belong to Promoter only.

(3.2.1) The Promoter (without prejudice to the other rights and remedies in this agreement and in law) shall be entitled, without any reference to the Purchaser / Allottee and/or organization/s of the Purchaser / Allottee to develop the layout as shown in the plan, by putting buildings and/or to dispose of such building as may be permissible.

(3.3) Notwithstanding anything contained anywhere in this Agreement, the Purchaser / Allottee hereby declares, confirms and agrees that

(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land and either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) In the layout of the said project services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer, and Club House are common for all buildings / wings.

(c) The Promoter will form Single Society, further the Promoter reserved his rights to change nature of the said Society / Apartment Condominium / Company.

(d) the conveyance of the the Project land together with the all wings constructed thereon, shall be executed by the Promoter in favour of Apex Body / Federation, Final Conveyance in the name of Company or shall be executed by the Promoter only in favour of co-operative housing society,

(e) the Promoter shall be entitled to compensation from the Purchaser / Allottee

in case any obstruction or impediment of any nature raised by and on behalf of the Purchaser / Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Purchaser / Allottee,

4) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s / Purchaser/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s / Purchaser/s as required by the law. The Allottee/s / Purchaser/s having acquainted himself / herself / themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

COMPENSATION ON DELAY IN POSSESSION :-

4.1) If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Apartments/Unit to the Purchaser/ Allottee, the Promoter agrees to pay to the Purchaser/ Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/ Allottee, for every month of delay, till the handing over of the possession. The Purchaser/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/ Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/ Allottee(s) to the Promoter.

TERMINATION :-

4.2) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchasers/ Allottee committing default in payment on due date of any amount due and Payable by the Purchasers/ Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/

Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/ Allottee, by Registered Post AD on given address provided by the Purchaser/ Allottee and mail at the e-mail address provided by the Purchaser/ Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/ Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that, upon termination of this agreement on aforesaid, the Promoter shall refund to the Purchaser / Allottee (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of the Sale consideration of the Flat / Apartment / Unit which may till then have been paid by the Purchaser / Allottee to the Promoter.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

In the event of termination of agreement of aforesaid the Purchaser / Allottee will not be entitled to claim / demand, any interest and / or compensation from the Promoter.

Notwithstanding anything contained hereinabove none of the other right, remedies, contentions, comprehensions and claims available to the promoter against the Purchaser / Allottee on facts and in law and / or as a result of such termination shall however be adversely effected or prejudiced.

4.2-a) Grant of Powers by the Allottee / Purchaser :-

"This Agreement being registered agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, if the Purchaser fails to execute and admit the execution of the Deed of Cancellation, then to execute proper cancellation deed and admit the execution thereon on behalf of the Purchaser/s herein, the Purchaser/s herein by executing these present, irrevocably nominate, constitute and appoint Mr. _____, Age:__, Occ._____, Residing at _____, whose pan card xerox is annexed hereto as **Annexure-1** for identification for such cancellation deed, or any other document as may required to cancel this transaction in law on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft/online transfer as aforesaid by post. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. _____ is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act., 1958."

5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand to be provided by the Promoter in the said building and the Flat/Apartment/Unit as are set out in **SCHEDULE – IV, (Annexure - E) annexed hereto.**

6) POSSESSION OF THE APARTMENT/FLAT/UNIT :-

The Promoter shall give possession of the Flat/Apartment/Unit to the Purchasers/ Allottee on or before June 2019. If the Promoter fails or neglects to give possession of the Apartment/Flat/Unit to the Purchasers/ Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchasers/ Allottee the amounts already received by him in respect of the Apartment/Flat/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat/Unit on the aforesaid date, if the completion of building in which the Apartment/Flat/Unit is to be situated is delayed on account of

- i) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
- ii) Extension of time for giving possession as may permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project / building could not be carried by the promoter as per sanctioned plan due to specific stay of injunction orders, notice, rule, notification, order relating to the said project from any Govt. / Public or Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by Authority.
- iii. the Allotee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Purchaser / Allotee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. any other reasons beyond the control of the Promoter,

Schedule for possession of the Common amenities :- The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction / development of the said common amenities will be completed in due course only

after completion of construction of all wings on the said land. The Promoter, assures to handover possession of the said common amenities before conveyance. The Purchaser herein agrees and convey that he / she/they shall not be entitled to refuse to take the possession of the said Apartment/Flat/Unit on the ground of non completion of aforesaid common amenities.

That the Purchaser further agree that even where's substantial completion of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the purchaser or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

7.1) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority, and the payment made by the Allottee / Purchaser as per the agreement; shall offer within 7 day in writing, to the Purchaser/s intimating that, the said Apartment/Flat/Unit is ready for use and occupation. The Allottee/s / Purchaser/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration / total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said Flat/Apartment/Unit within 15 days from the date of written intimation issued by the Promoter to the Purchaser / Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s / Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s / Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter / association of allottee/s, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the allottee / purchaser to apply and get necessary services the same shall not be undertaken by the promoter and the Purchaser / Allottee shall be solely responsible for the same.

7.2) The Purchaser / Allottee shall take possession of the Flat/Apartment/Unit

within 15 days of the written notice from the promoter to the Purchaser / Allottee intimating that the said Flat/Apartment/Unit are ready for use and occupancy.

7.3) Failure of Purchasers/ Allottee to take Possession of Flats/Apartments/Units: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchasers/ Allottee shall take possession of the Flat/Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartment/Unit to the Purchasers/ Allottee. In case the Purchasers/ Allottee fails to take possession within the time provided in clause 7.2 such Purchasers/ Allottee shall continue to be liable to pay maintenance charges as applicable. Property tax, electricity charges and any other expenses and outgoing in respect of the said apartment / flat /unit and the promoter shall not be liable for the maintenance, wear and tear of the said Apartment/Flat/Unit.

Compensation – That the Allottee/s / Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the coveyance of the said building / phase / wing and the said land thererunder.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee/s / Purchaser/s, in case the Allottee/s / Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Flat/Unit, with the interest within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/s / Purchaser/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s / Purchaser/s interest, on all the amounts paid by the Purchaser, for every month

of delay, till the handing over of the possession of the Apartment/Flat/Unit.

DEFECT LIABILITY :-

7.4) If within a period of five years from the date of handing over the Flat/Apartment to the Purchaser/ Allottee, the Purchaser/ Allottee brings to the notice of the Promoter any structural defect in the Flat/Apartment/Unit or the building in which the Flat/Apartment/Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/ Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Refer the clause 14(i) & (iii) provided however, that regular maintenance and due care has been taken by Purchaser / Allottee/s own cost to keep the Apartment/Flat/Unit in good conditions and repairs from the date of possession. Also to carry out at his own cost all internal repairs to the said Flat / Apartment / Unit and maintain the Flat/Apartment/Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/Allottee. That the Purchaser/s/ Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment/Flat/Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. Or in the fittings therein, in pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment/Flat/Unit by the Occupants, vagaries of nature etc. Defects in fittings and fixtures are not included herein.

That it shall be the responsibility of the Purchaser/s/ Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to

the joints in the tiles in his Apartment/Flat/Unit are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee / purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done / renewed by the Purchaser/s/ Allottee/s, in such a case Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Apartment/Flat/Unit and the common project amenities wherever applicable.

That the allottee/ purchaser has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser / Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clause of this agreement.

8) The Purchaser/ Allottee shall use the Flat/Apartment/Unit or any part thereof or permit the same to be used only for purpose of residence He/She shall use the parking space only for purpose of keeping or parking vehicle.

9) FORMATION OF ORGANISATION OF APARTMENT/FLAT/UNIT HOLDERS :-

The Purchaser/Allottee along with other Purchaser/Allottee of Flat/Apartment/Unit in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws or the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchasers/ Allottee, so as to enable the Promoter to register the common organisation of Purchaser/Allottee. No objection shall be taken by the Purchasers/ Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

Considering the Promoter herein is carrying on the construction/development on the said land in wing / building wise as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees/co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decided as suitable for the apartment/flat holders in the said project which is under construction on the said land.

9.1) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment/Unit is situated.

9.2) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause

to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

The Promoter shall, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said project in which the said Flat/Apartment/Unit is situated.

The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said Project Dreams Avani, in favour of a Co-operative Housing Society / Appex Body Federation / Company / Apartment Condominium, on or before year of _____, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any,

Provided that, after conveying the title to the association of allottees as mentioned in above clause No.9.1(b)above, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4.

Under no circumstances, the Purchaser / Allottee or the organization of the Purchaser / Allottee shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser / Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser / Allottee.

9.3) PAYMENT OF TAXES, CESS, OUTGOINGS :-

(a) Within 15 days after notice in writing is given by the Promoter to the Purchaser/ Allottee that the Flat/Apartment/Unit is ready for use and occupancy, the Purchasers/ Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment/Unit) of outgoings in respect of the project land and Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchasers/ Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchasers/ Allottee further agrees that till the Purchasers/ Allottee's share is so determined the Purchasers/ Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

Common Maintenance for the building / Wing where the said Apartment/Flat/Unit is located Rs. _____ ps. per sq.mt. (Rs. _____ ps. per sq.ft.) x total usable floor area of the said Apartment/Flat/UnitSq.mt x 12 (Twelve Months) months= total amount payable by the Allottee/ Purchaser to the Promoter = Rs/- (Rupees _____only).

The amounts so paid by the Purchaser / Allottee to the Promoter shall not carry any interest and remain with the Promoter till 1 (one) year from registration of co-operative Society. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Purchaser / Allottee even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Purchaser / Allottee till then.

(b) The maintenance amount / outgoing charges mentioned above, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom
- iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Purchaser / Allottee thereof in equal share together with other Aloottees in the concerned building)
- iv) Common electricity bills for common area of buildings and common areas of the Society
- v) Security charges
- vi) Gardening charges
- vii) Running expenses for clubhouse, (Gym) and play grounds and equipments thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) Non agricultural taxes and any other similar taxes
- x) Pest control expenses if any.
- xi) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xii) Elevator repairs & maintenance contracts along with lift inspection charges.
- xii) Firefighting certification
- xiii) Operational and electricity charges for the sewage treatment plant for the Society
- xiv) Environment clearance fees
- xv) Property tax for Club House

It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and the Purchaser / Allottee and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Purchaser / Allottee.

- i) Society and managing committee administration,

- ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 - iii) Sinking fund etc.
 - iv) Property taxes of individual building/ Apartments and common amenities etc.
 - v) Any other taxes, levies, cess etc. of the property,
 - vi) Any other statutory charges,
 - viii) Repairs of the building for leakages, seepage to the property or any part thereof.
 - ix) Wear and tear charges.
 - x) Expenses of water as may be required to be purchased from private sources and all other related expenses.
- (c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the project Dreams Avani. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society.
- (d) The Purchaser / Allottee has understood the entire scheme of maintenance in detail. The Purchaser / Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Purchaser / Allottee.
- (e) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchaser / Allottee, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Purchaser / Allottee.
- (f) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchaser / Allottee, without prejudice to the other rights and powers of the organization.
- (g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Purchaser / Allottee after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser / Allottee shall be liable to bear, pay and contribute to

such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

(h) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Purchaser / Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Purchaser / Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

(i) The Purchaser / Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ project Dreams Avani from the competent authority. However, in the event that any water is required to be purchased from private sources, the Purchaser / Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

(j) Provision of Water Source :-

The Promoter shall bound to be made ready and provide the infrastructure required for the utilisation of water for each allottee within his/her Apartment/ Flat /Unit. The Promoter shall assured to provide underground and overhead water storage tank alongwith pumping system, laid down of pipe lines and to provide water tap to each Apartment / Flat / Unit. The Promoter shall apply to get the water connection alongwith water meter from the Civic / Local Body / Municipal Council / GramPanchyat etc.

To provide water source in sufficient manner and to make it available to society / flat holders along with water meter is the sole responsibility / accountability of the concern Civic / Local Body / Municipal Council / GramPanchyat etc.

If the available water source is not sufficient then in such a case the developer will not be solely responsible / accountable / liable for such insufficiency water. But developer will arrange to provide or mitigate the daily

need of sufficient water required for the society. The cost of the same will be born by the Society / Flat holder at actual. And absolutely nor by the Promoter / Developer

The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee/Purchaser of the Apartment/Flat/Unit under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Purchaser/s/ Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.

The Purchaser/s/ Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Apartment/Flat/Unit by the Promoter to the Purchaser/s/ Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the promoter and hence it is agreed between the parties hereto that, Purchaser/s/ Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment consideration.

If any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed / increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order / either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Apartment/Flat/Unit or this agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser/s/ Allottee/s. The Purchaser/s/ Allottee/s hereby, always indemnifies the Promoter

from all such levies, cost and consequences. Provided that the Promoter shall provide to the Purchaser / Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes / levies etc. have been imposed or become effective.

10) DEPOSITS BY PURCHASERS/ALLOTTEE/S WITH THE PROMOTER :-

The Purchaser/ Purchaser / Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- (i) Rs.750/- for share money, application entrance fees.
- (ii) Rs.1650/- formation and registration of the Society
- (iii) Rs.8500/- For Deposit towards Water, Electric, and other utility and services connection charges and provision of water source, if any.
- (iv) Towards the Deposit for receiving for electrical connections and Transformer /Sub Station provided in Layout, Rs.55,000/- for 1 BHK and for Rs.70,000/- for 2 BHK and Rs. 75,000/- for Shop.

It is agreed by the Purchaser / Allottee agrees to pay further and additional amount, if any to the Promoter.

11) The Allottee / Purchaser shall pay to the Promoter a sum of Rs. 3,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) CONVEYANCE OF THE SAID APARTMENT / FLAT / UNIT :-

At the time of registration of conveyance of the project, the Purchasers/ Allottee shall pay to the promoter, the Purchasers/ Allottees' share of stamp duty and registration charges payable by the said Society, such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour Society. However, in case the Purchaser / Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. So demanded within the period mentioned in the demand letter, the Allottee / Purchaser authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and

stamp duty and registration charges to the Promoter is made by the Allottee / Purchaser.

13) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

The Promoter hereby represents and warrants to the Purchasers/ Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/ Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat/Unit which will, in, any manner, affect the rights of Purchasers/ Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat/Unit the Purchasers/ Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the Project to the Society of Purchasers/ Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Purchasers/ Allottees:
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- xii) The owner have retained portion shown in map for themselves. In future the owner may construct on the said plot. The Promoter reserve his rights to add the said Row-House in the proposed society. If Promoter opted to add said Row-House in the proposed society, then in such situation the owner will be added as member of the society. The owner will abide themselves to give all such contributions which are necessary.

14) The Purchasers/ Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat/Unit may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Apartment/Flat/Unit at the Purchasers/ Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat/Unit is situated which may be against the rules, regulations or bye-Laws or change/alter or make addition in or to the building in which the Apartment/Flat/Unit is situated and the Apartment/Flat/Unit itself or any part thereof without the consent of the local authorities, if required,

- ii. Not to store in the Flat/Apartment/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment /Unit situated, including entrances of the building in which the Flat/Apartment/Unit situated and in case any damage is caused to the building in which the Flat/Apartment/Unit is situated or the Flat/Apartment/Unit on account of negligence or default of the Purchasers/ Allottee in this behalf, the Purchasers/ Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment/Unit and maintain the Flat/Apartment/Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/ Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment/Unit is situated or the Flat/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers/ Allottee committing any act in contravention of the above provision, the Purchasers/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Apartment/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Flat/Apartment/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company. While making an interior work in your Flat/Apartment/ Unit, you

are strictly restricted that, not to chisel disturb, break any steel structural part (RCC Part) of the buildings like column, beam, slab, lintel, seal etc. which causes major accident or structural failure. Developers / Promoters will not be solely responsible for such failures or shall not be liable for such failures.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Apartment/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment/Unit in the compound or any portion of the project land and the building in which the Flat/Apartment/Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment/Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Apartment/Unit by the Purchasers/ Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchasers/ Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment/Unit until all the dues payable by the Purchasers/ Allottee to the Promoter under this Agreement are fully paid up.
- x. The Purchasers/ Allottee shall observe and perform all the rules and regulations which the Society at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Apartments/Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/ Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment/Unit in the Building and shall pay and

contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building and project land in which Flat/Apartment/Unit is situated is executed in favour of Society/Limited Society, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat/Apartment/Unit is situated is executed in favour of Apex Body or Federation, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers/ Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Apartment/Unit or of the said Plot and Building or any part thereof. The Purchasers/ Allottee shall have no claim save and except in respect of the Flat/Apartment/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society and until the project land is transferred to the Society as hereinbefore mentioned.

17) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-

(a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time

being in force, such mortgage or charge shall not affect the right and interest of the Purchaser / Allottee who has taken or agreed to take such Apartment.

(b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

(c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

(d) The Purchaser / Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

(e) However, the Promoter shall always keep the Purchaser / Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

18) PURCHASER'S DECLARATIONS :

(a) The Promoter herein has made full and true disclosures to the Purchaser / Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at Annexure-C-1 as on date and proposed FSI and proposed land as per Layout Plan at Annexure-C-2 have been shown to the Purchaser / Allottee. The Purchaser / Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the land of the plans of the building as shown in Plan at Annexure-C-2.

(c) The Promoter herein has also called upon the Purchaser / Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.

(d) As required by the Purchaser / Allottee the Promoter herein has given all information to the Purchaser / Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and

after satisfaction and acceptance of title has entered into this agreement.

(e) The Promoter herein has specifically informed the Purchaser / Allottee and the Purchaser / Allottee herein is also well aware that the Promoter herein is developing the scheme under the name “Dreams Avani” with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser / Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser / Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Purchaser / Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(f) The Purchaser / Allottee herein declares that in “Dreams Avani” project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set its own norms for use of common amenities in order to avoid misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not be responsible,

(g) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name “Dreams Avani” and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

(h) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution

Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Purchaser / Allottee. The Purchaser / Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(i) The Purchaser / Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(j) Till execution of the Conveyance, the Purchaser / Allottee herein admits and agrees that the Promoter herein is entitled to represent the Purchaser / Allottee and on behalf of the Purchaser / Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the Project 'Dreams Avani' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Purchaser / Allottee herein, and whatever acts done by the Promoter on behalf of the Purchaser / Allottee shall stand ratified and confirmed by the Purchaser / Allottee.

19) It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

20) BINDING EFFECT :-

Forwarding this Agreement to the Purchasers/ Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/ Allottee until, firstly, the Purchasers/ Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers/ Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30

(thirty) days from the date of its receipt by the Purchasers/ Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers/ Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/ Allottee, application of the Purchasers/ Allottee shall be treated as cancelled and all sums deposited by the Purchasers/ Allottee in connection therewith including the booking amount shall be returned to the Purchasers/ Allottee without any interest or compensation whatsoever.

21) ENTIRE AGREEMENT :-

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat/Unit, as the case may be.

22) RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

23) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ ALLOTTEE/SUBSEQUENT PURCHASERS/ ALLOTTEES :-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/ Allottees of the [Flat/Apartment/Unit], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Unit] for all intents and purposes.

24) SEVERABILITY :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and

Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

Wherever in this Agreement it is stipulated that the Purchasers/ Allottee has to make any payment, in common with other Purchasers/ Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/Apartment/Unit] to the total carpet area of all the [Flat /Apartments /Units/ Plots] in the Project.

26) FURTHER ASSURANCES :-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27) RESERVATIONS : -

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and the such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment purchasers in the building or scheme. The Purchaser / Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

(b) All payments agreed to herein and otherwise required to be made by the Purchaser / Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Purchaser / Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Purchaser / Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Purchaser / Allottee, and open spaces, parkings, lobbies et cetera , will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Purchaser / Allottee or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space et cetera, to any Purchaser for which the Purchaser / Allottee hereby grants and is always deemed to have granted the consent.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser / Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Purchaser / Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Purchaser / Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

28) PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the

Purchasers/ Allottee, And the Agreement is duly executed by the Purchasers/ Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

29) The Purchasers/ Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

30) That all notices to be served on the Purchasers/ Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers/ Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchasers/ Allottee	:- _____
Purchasers/ Allottee's Address	:- _____
Notified Email ID	:- _____
Name of Promoter	:- _____
Promoter's Address	:- _____

Notified Email ID	:- _____

It shall be the duty of the Purchasers/ Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchasers/ Allottee, as the case may be.

31) JOINT PURCHASERS/ ALLOTTEES :-

That in case there are Joint Purchasers/ Allottees all communications shall be sent by the Promoter to the Purchasers/ Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers/ Allottees.

32) Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchasers/ Allottee.

33) Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudicated Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34) GOVERNING LAW :-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement .

SCHEDULE - I

(Description of the Said Land)

All that piece & parcel of land bearing **S. No. 70B/2/1** totally admeasuring about **1 Hectar 90 Ares** i.e. **19000sq.mtrs. (including Potkharaba)** Out of which land admeasuring **00 Hectar 71 Ares** i.e. **7100** sq. mtrs. assessed at 06 Rs. 50 Paise, situated at village **Manjari Budruk**, Tal. Haveli, Dist. Pune, within the limits of Gram Panchayat Manjari Budruk, Tal. Haveli, Dist. Pune, Further excluding identified area of the owner as mentioned hereinabove in para no. 1-e. which is bounded as follows :-

East	:	Part of S. No. 69A & 69B/2.
West	:	Remaining Land of S. No. 70B (P).
South	:	Adjacent S. No. 70A.
North	:	Remaining Part of S. No. 70B (P).

SCHEDULE - II

(Description of Wing C)

All that piece and parcel of "Wing C", admeasuring about approximately 1063 Sq. Mtrs. as per sanctioned layout, to be constructed on land, more particularly described in Schedule I written herein above, and shown in Annexure C2, which

is bounded as follows :-

- On or towards the East : S. No. 69 Part.
- On or towards the South : Wing B of the said project.
- On or towards the West : S. No. 70A.
- On or towards the North : Area retained by owners.

SCHEDULE - III

(Description of the Flat and Covered Car Parking)

All that piece and parcel of the premises i.e. **Apartment/Flat/Unit No. ____** admeasuring **Carpet area ____** Sq. Mtrs. i.e. ____ Sq.ft., **Terrace area ____** Sq. Mtrs. i.e. ____ Sq.ft., **Enclosed Balcony area ____** Sq. Mtrs. and **Dry Balcony area ____** Sq. Mtrs. i.e. ____ Sq.ft. in situated on ____ **Floor**, in **Wing _**, of “**DREAMS AVANI**”, consisting of ____ **Bedroom, 1 Hall, 1 Kitchen**, etc. Alongwith one **Covered Car Parking bearing No. ____** , having an area admeasuring ____ Sq. Mtrs., in **Wing '____'**.

- On to the East :-
- On to the South :-
- On to the West :-
- On to the North :-

SCHEDULE - IV

(Description of the Specification of the Apartment / Flat / Unit)

Structure

- » Earthquake resistant R.C.C. Structure.

Walls

- » 6” internal walls and external walls
- » POP finish for internal walls
- » External sand faced plaster

Flooring

- » 2’X2’ Vitrified tiles flooring with 3” skirting for all rooms.
- » Ceramic tiles 12”x12” flooring in toilets, bath & W.C..

- » Ceramic tiles 16"x16" flooring in terraces.

Paint

- » Luster paint for internal walls.
- » Acrylic paint with texture for external walls.

Electricals

- » Concealed wiring.
- » Modular switches.
- » TV and Telephone points in Living and Master bedroom.
- » AC point in the Master bedroom for 1.5 BHK flats.
- » Provision for washing machine in Dry Balcony.
- » Provision for inverter backup

Windows

- » 3 Track powder coated aluminum sliding windows and external grills with SS mosquito mesh.
- » Granite jam for all toilet windows.
- » Granite window sills in all other windows.
- » Louvered aluminum windows in all toilets.

Doors

- » Wooden door frames for all rooms
- » Granite door frames for toilets and dry balcony & terrace.
- » Main door & internal flush doors laminated on both sides.
- » Ms openable doors for all attached terraces.

Kitchen

- » Granite Kitchen platform.
- » Stainless Steel Sink.
- » Ceramic tiles up to 5' ht. above kitchen otta.
- » Exhaust Fan.

Toilets / Bathrooms

- » Ceramic tiles dado upto lintel level
- » Ceramic tiles dado upto 4' ht. in WC.
- » Sanitary wares of standard make.
- » CP fittings of standard make.
- » Concealed plumbing (Internally)
- » Hot & Cold water mixer.

Other Offerings

- » Solar hot water connection in master bedroom toilet.
- » Intercom Connection
- » Water Filtration Plant
- » Generator back up for lifts and common areas.

SCHEDULE- V & VI

(Description of the Common Areas and Facilities)

RESTRICTED AREAS, OTHER AMENITIES, FACILITIES COMMON FACILITIES ETC:

A) COMMON AREAS :-

1. Electrical, Water Drainage line network connected to individual flat holder.
2. Electrical, Water & Drainage line connected to common and Main line.
3. Light points outside the building and in the staircase/s as well as those in the Parking space.
4. Overhead water tanks with water pump connected to each building.
5. As per Sanctioned Layout fire Stairway and Lifts.
6. Open space as shown in sanctioned layout.
7. The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
8. The common basements, terraces, parks, play areas, open parking areas and common storage spaces.
9. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.

10. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
11. The UG water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
12. All other portion of the said Phase necessary or convenient for its maintenance, safety, etc., and in common use.

B) RESTRICTED AREAS AND FACILITIES: -

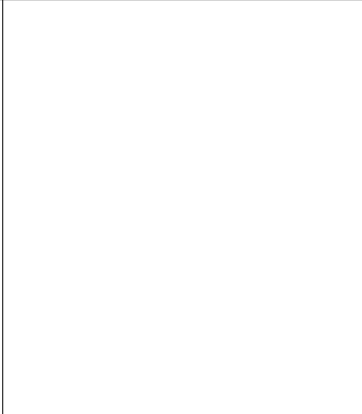
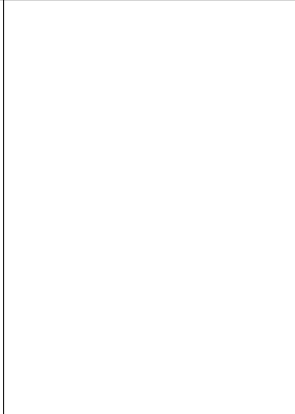
1. Terraces adjacent if any to the flats are shall be restricted and shall be for exclusive use of such respective flat holders.
2. The Parking space under stilt of each building/wing shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building/wing.
3. All areas which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include the marginal open spaces, terraces, parking within the said land and in the building/s which is /are under construction on the said land is reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc, Or to Convert the Restricted Area into Common Area or vise-versa.

C) COMMON AMENITIES :-

- 1) State of art Club-House with -
 - a) Well-equipped Gym
 - b) Banquet hall
- 2) Landscaped Garden
- 3) Children's play area
- 4) Senior Citizens area
- 5) Gazebo

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Dreams Corporation Pvt. Ltd. Through Its Director, Mr. Ramesh Ghisulal Mehta		
		
Photograph	Signature	Thumb
THE PARTY OF THE FIRST PART / PROMOTER		

1) MR. _____		
Photograph	Signature	Thumb
2) MRS. _____		
Photograph	Signature	Thumb
THE PARTY OF THE SECOND PART / PURCHASER / ALLOTTEE		

Smt. Reubai Balasaheb Kodre (Since deceased through her Legal heirs

and for themselves) 1-A) Mr. Rajendra Balasaheb Kodre 1-B) Mr. Vijay Balasaheb Kodre 2) Mrs. Rasika Rajendra Kodre 3) Mrs. Chaitali Vijay Kodre 4) Mrs. Pallavi Alias Rupali Pradeep Kodre No. 1 to 4 Through their Power Of Attorney Holder M/s Dreams Corporation Pvt. Ltd., Through Its Director Mr. Ramesh Ghisulal Mehta		
Photograph	Signature	Thumb
THE PARTY OF THE THIRD PART / OWNER / CONSENTING PARTY		

WITNESS:

1) Signature : _____	2) Signature : _____
Name : _____	Name : _____
Address : _____	Address : _____

Annexure – A

7/12 Extract of Survey No. 70B/2/1.

Annexure . B

Search and Title Report

Annexure – C -1

Sanctioned Layout Plan

Annexure – C -2

Layout of the Project

Annexure – C -2a

N. A. Order / Commencement Certificate / Completion Certificate

Annexure – D

Floor Plan of the Flat / Unit / Apartment

Annexure – E

Specification and Amenities for the Apartment / Flat / Unit

(as set out in Schedule IV)

Annexure – F

Authenticated copy of the registration certificate of the Project granted by RERA authority.

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions etc. as shown in proposed Layout Plan Annexed hereato at Annexure-C-2 and/or building and/or structures on the said Project Land.

I, Allottee herein, further accord my “no objection” for the PMRDA / Competent Authority / Municipal Council to accordingly pass such layout/s or plans, as may be submitted by the Promoter. However, the construction of the said Apartment/Flat/Unit agreed to be purchased by me shall not be adversely affected.

1) Mr. _____

2) Mrs. _____

(Purchaser / Allottee/S)

ANNEXURE A

[illegible]

प्रो. जे. जाधवजी पु. ॥

गाव नमुना बारा (पिकांची नोंदवही)
[महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवहा (तयार करणे व सुविधेतील ठेवणे) नियम, १९७९ यातील नियम २९]

100-443887-100

गाव नमुना बारा चालू

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गाव वसुंगार तलाठी

मांजरी बु. ॥, ता. हवेली,

जि. पुणे

१९७१ साली नियम ३, ५, ६ आणि ७

भूसापन क्रमांक

भूसापन क्रमांकाचा

भूधारणा

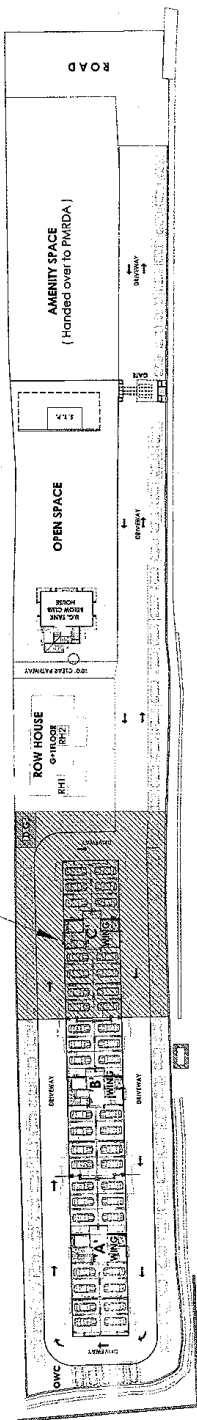
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ANNEXURE C2

AREA UNDER
MaharERA REGISTRATION
(Reference as per schedule II)



PROJECT PHASE LAYOUT

- NOTE-**
1. APPURTENANT LAND SHOWN IN INDIVIDUAL PHASE 1, 2, 3 IS INDICATIVE.
 2. ALL APPURTENANT LAND IS INPARTIBLE TO ALL BUILDINGS IN THE PROPOSED SOCIETY AND PLINTH WILL BE CONVEYED ALONG WITH BUILDINGS THEREON IN FAVOUR OF THE SINGLE SOCIETY TO BE FORMED ON ABOVE.
 3. UNDER GROUND WATER TANK, UNDER GROUND S.T.P TANK, WET LAND BEDS, TRANSFORMER, D.G AND ORGANIC WASTE CONVERTER, ETC. ALTHOUGH IN PHASE SHALL BE COMMON FOR ALL PHASE.

PROJECT :- PROPOSED GROUP HOUSING AT
S.NO - 70 B/2/1(P) , MANJARI BK. TAL.- HAVELI, PUNE.